


PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD







CONTRACT PO NUMBER 2885009
STANDARD PO NUMBER
CHANGE ORDER #

SEP 24 2014

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE JOHN NAGLICK 	DEPARTMENT FINANCE / INCOME TAX COLLECTIONS
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100% OTHER %		DEPARTMENT CONTACT PERSON TANYA STOUDEMIRE	PHONE NO. 313-224-1701
CONTRACTOR'S NAME: GC SERVICES LIMITED PARTNERSHIP		DATE PREPARED AUGUST 25, 2014	
CONTRACTOR'S ADDRESS: 6330 GULFTON HOUSTON, TEXAS 77801		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$0 TOTAL CPO AMOUNT \$0 CHANGE AMOUNT \$	
PHONE NO. 713-777-4441		<input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 76-0199626		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURPOSE OF CONTRACT: REVENUE CONTRACT : INCOME TAX COLLECTION METHODS TO ACHIEVE MAXIMUM RECOVERY FROM DEBTORS			
CHARGE ACCOUNT: 1000-350620 - 000000 - 404105 - 64739 - 00000 - 00000			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER		TIME & DATE IN
	REQUESTING DEPARTMENT FINANCE	 AUTHORIZED DEPARTMENT REPRESENTATIVE	8/26/14
AUG 27 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 BUDGET DIRECTOR OR DEPUTY	SEP 04 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 GRANT ACCOUNTANT	
AUG 26 2014	FINANCE DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 FINANCE DIRECTOR OR DEPUTY	8/26/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 CORPORATION COUNSEL	9/5/14
	PURCHASING DIVISION SEP 05 2014	 PURCHASING DIRECTOR	9/24/14

RECEIVED
CITY OF DETROIT
CONTRACTS SECTION
LAW DEPARTMENT



CITY OF DETROIT
OFFICE OF THE EMERGENCY MANAGER

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3703
FAX 313•224•4433
WWW.DETROITMI.GOV

MEMORANDUM

To: Janice Winfrey, City Clerk

From: Kevyn D. Orr, Emergency Manager
City of Detroit

Date: September 19, 2014

RE: SERVICES CONTRACTS SUBMITTED FOR APPROVAL ON SEPTEMBER 18, 2014

I am authorizing approval of the following:

FINANCE / INCOME TAX COLLECTIONS – Professional Service Contract

2885009 100% City Funding – To Provide Income Tax Collection Methods to Achieve Maximum Recovery from Debtors – Contractor: GC Services Limited Partnership, Location: 6330 Gulfon, Houston, TX 77801 – Contract Period: Upon Approval with Notice to Proceed from Emergency Manager and Purchasing Director and thereafter 2 years – Contract Amount: \$0.00

CITY COUNCIL – Personal Service Contract

86965 100% City Funding – To Provide Parliamentarian/Public Policy Analyst for the Legislative Policy Division – Contractor: Joann Jeromin, Location: 4684 Audubon, Detroit, MI 48224 – Contract Period: September 2, 2014 through November 28, 2014 – \$25.00 per hour – Contract Amount: \$6,500.00

COMMUNICATIONS & CREATIVE SERVICES – Personal Service Contract

86979 100% City Funding – Web Editor – To Develop the Content and Graphics of a Web Site – Contractor: Alma Forrest Johnson, Location: 150 Rhode Island, Highland Park, MI 48203 – Contract Period: August 12, 2014 through June 30, 2015 – \$29.00 per hour – Contract Amount: \$51,376.00

FINANCE / INCOME TAX COLLECTIONS – Professional Service Contract

2885009 100% City Funding – To Provide Income Tax Collection Methods to Achieve Maximum Recovery from Debtors – Contractor: GC Services Limited Partnership, Location: 6330 Gulfon, Houston, TX 77801 – Contract Period: Upon Approval with Notice to Proceed from Emergency Manager and Purchasing Director and thereafter 2 years – Contract Amount: \$0.00

FINANCE/PURCHASING – Personal Service Contracts

86968 100% City Funding – Procurement Specialist – Contractor: Yolanda Gaines, Location: 17200 Lennane, Redford, MI 48240 – Contract Period: September 29, 2014 through June 30, 2015 – \$25.50 per hour – Contract Amount: \$42,024.00

OK
J. Orr

RE: CONTRACTS SUBMITTED FOR APPROVAL ON SEPTEMBER 18, 2014

86970 100% City Funding – Purchasing Assistant – Contractor: Zenola Holland, Location: 17601 Fox, Redford, MI 48240 – Contract Period: September 29, 2014 through June 30, 2015 – \$19.50 per hour – Contract Amount: \$36,129.00

86971 100% City Funding – Contract Manager - To Assist with Identified Projects on a “Fast-Track” Basis through the Quality of Life Loan – Contractor: Lorraine White, Location: 295 Moross, Grosse Pointe, MI 48326 – Contract Period: September 29, 2014 through June 30, 2015 - \$41.66 per hour – Contract Amount: \$63,385.00

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operations Officer
Sonya Mays, Senior Advisor to the Emergency Manager
Shani Penn, Special Advisor to the Emergency Manager

INCOME TAX COLLECTIONS

2885009

City Council Contract Agenda Items Review Checklist

Reviewer: lew

Date Received: 9/16/14 ~~00/00/2014~~

Date: 9/16/14

Department Income Tax

Division: Finance

Dept Head/Contact Person: T. Staudinere Phone No.: 313

Description: Income Tax Collection

brief explanation of function or need of the goods/services

Contract No.: 2885009 PO Type: CPO Est. Value: \$ 0.00 (Revenue)

Contract Term (if applicable): 10/15/14 to 10/14/17

Funding: City % 100 State _____ % Federal _____ % Other: _____ %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: GC Services Required Date: 11/1/14

1. The business being awarded is NEW / RENEWAL. If a renewal, provide justification for renewal: _____

2. Was the product or service competitively bid? ☒ Yes ☐ No

Attach Copy of Bid Tabulation/Evaluation score sheets as needed

If the answer to #2 is "NO" explain why there was no competition: _____

3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: N/A

4. Were savings achieved?

☐ Yes Amount \$ _____

☐ No Revenue

5. Does this agreement represent an increase?

☐ Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

☐ Change in amount/volume of the good or service to be used. _____.

6. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No

If yes please list: _____

7. Is this good/service used by other departments? ☐ Yes ☒ No

If "yes" can this Req/PAR be combined other department requirements? ☐ Yes ☐ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No

Is this a service that City employees can be trained to do? ☐ Yes ☒ No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ☒ No ☐



PLACE ON EMERGENCY MANAGER AGENDA



PLACE ON CITY COUNCIL AGENDA



REJECT AND NOTIFY DEPARTMENT DIRECTOR:

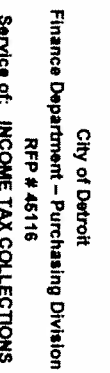
SIGNED: _____ DATE: _____

(Department)

INFORMATION PROVIDED BY: _____

TITLE: _____

PHONE: _____



The following criteria shall be used by the City to evaluate all proposals which meet the minimum requirements specified in the RFP:

A. PHASE ONE CRITERIA - NON-ECONOMIC DEVELOPMENT

(35points max)

(20 points max)

(10 points max)

subtotal

0.00

B. PHASE TWO CRITERIA - PRIME AGREEMENT OR ECONOMIC DEVELOPMENT

(10 points max)

(5 points max)

subtotal

0

C. PHASE THREE CRITERIA - ECONOMIC DEVELOPMENT & AGREEMENT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

(15 points max)

(5 points max)

subtotal

3

**GRAND
TOTAL**

000

Consensus Selection

Comments:

RFP Scores

RFP Scores					
Supplier	Supplier	Supplier	Supplier	Supplier	Supplier
MUNI SERVICES	GC SERVICES				
17.50	35.00				
5.00	10.00				
22.50	45.00			0.00	0.00
0	0	0.00	0	0	0
0	0	0.00	0	0	0
0	0	0.00	0	0	0
22.50	45.00	0.00	0.00		

Lena E. Willis, Manager
Finance, Purchasing

**Terrance Sims, Manager
ITS**



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Finance Department, Purchasing Div.

E-MAIL ADDRESS: _____

CONTACT NAME: Lena Willis PHONE: _____ FAX: 628-1160

Type of Clearance: ☒ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

For: Individual or
Company Name GC Services L.P.
Address 6330 Gulfton

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

City Houston
State TX Zip Code 77081
Telephone 713-777-4441 Fax # 713-776-6535

E-mail Address marketing.communications@ccserv.com

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)
Michael Jones

Telephone # 713-776-6874
Fax # 713-776-6641

Employer Identification or Social Security Number
76-0199626

Spouse Social Security Number _____

Nature of Contract Income Tax Collections
for the City of Detroit

BID CONTRACT AMOUNT (if known):
Labor: \$ TBD Material: \$ TBD
Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: ☐ Individual ☐ Corporation ☒ Partnership ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
- Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
- Were you employed during the last seven (7) years? ☐ Yes ☐ No
- Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☒ Yes ☐ No
- Will the company have employees working in Detroit? ☒ Yes ☐ No
- Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☒ No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the LOU REYNOLDS Income Tax Ordinance?

☒ Yes ☐ No Signature LOU REYNOLDS Date AUG 05 2014 Expires AUG 05 2015

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov.

Pls. return to
Lene Willis
willislee@detroitmi.gov

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract Income Tax Collections
Contract Amount _____

Business Type: () Corp Limited Partnership () Sole Proprietorship () Personal Services

Business Name GC Services Limited Partnership

Business Address 6330 Gulfport, Houston, TX 77081

Ward/Item # _____

F.I.D. NO. 76-0199626

City Personal Property I.D. # N/A

Owner(s) Name GC Financial Corp. Managing Partner

Owner(s) SS# FID 76-0199627

Contact Person Scott Cole

Phone Number 723-776-6605

Fax Number 713-776-6535

Owner(s) Home Address 6330 Gulfport, Houston, TX () Lease () Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

() Denied () Denied () Denied () Denied
() Approved () Approved () Approved () Approved

Comments: _____

Please mail, fax or drop off this Vendor Request Form to the Revenue Collections Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature (City of Detroit)

Date

Expiration Date

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

JUN 23 2014

DEC 30 2014

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of GC Services LP, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) 45116

Duration of Covenant Beginning of Contract to End of Contract

Printed Name of Contractor/Organization GC Services Limited Partnership
(Type or Print Legibly)

Contractor Address 6330 Gulfton, Houston, Texas 77081
(City) (State) (Zip)

Contractor Phone/E-mail 713-777-4441 marketing.communications@gcserv.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Linda M. Spellicy, VP of Treasury

Signature of Authorized Representative: *Linda M. Spellicy*

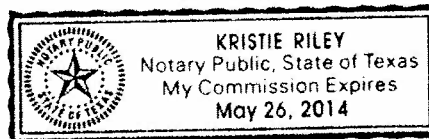
Date: May 23, 2013

*** This document MUST be notarized ***

Signature of Notary: *Kristie Riley*

Printed Name of Seal of Notary: Kristie Riley

My Commission Expires: May / 26 / 2014



FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: / / Received by: Title:

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-713-623-2330 Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South Suite 1600 Houston, TX 77027		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jennalee_clepper@ajg.com																						
INSURED GC Services Limited Partnership 6330 Gulfton Houston, TX 77081		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>LIBERTY INS CORP</td> <td>42404</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ZURICH AMER INS CO	16535	INSURER B:	LIBERTY INS CORP	42404	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	ZURICH AMER INS CO	16535																						
INSURER B:	LIBERTY INS CORP	42404																						
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 40838471

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CP06549629-05	08/01/14	08/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPO 6549629-05	08/01/14	08/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC7-691-461267-024 WA7-69D-461267-014	08/01/14 08/01/14	08/01/15 08/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Detroit is named as Additional Insured with regard to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Detroit
 Attn: Tanya Stoudimere
 Manager/Finance/Income Tax Division
 2 Woodard Avenue
 Detroit, MI 48226

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen D. C...

© 1988-2010 ACORD CORPORATION. All rights reserved.

Hiring Policy Compliance Affidavit

I, Linda M. Spellicy, being duly sworn, state that I am the Senior Vice
President, Treasury of GC Services Limited Partnership
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

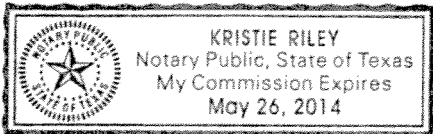
In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Linda M. Spellicy
Title: Sr. Vice President Date: May 23, 2013

STATE OF TEXAS)
COUNTY OF HARRIS) SS

The foregoing Affidavit was acknowledged before me the 24 day of May, 2013,
by Kristie Riley, Notary Public in and for the State of Texas.



Kristie Riley
Notary Public, County of Harris
State of Texas

My commission expires: May 26, 2014



GC Services
A LIMITED PARTNERSHIP

**APPLICATION
FOR EMPLOYMENT**

Please review the information below.
Sign after the acknowledgement section on page 2.

Employment and advancement at GC Services are determined by a person's qualifications and abilities without regard to race, color, religion, sexual orientation, status of citizenship, national origin, marital status, veteran's status, age, or disability. It is our policy to treat each individual who applies for work, and those subsequently hired, in a fair and equitable manner.

FOR WHICH SPECIFIC POSITION ARE YOU APPLYING?		DATE AVAILABLE:	TODAY'S DATE:
TYPE OF WORK: <input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> SUMMER			
BACKGROUND INFORMATION (Please use ink and print)			
NAME (Last) (First) (Middle) (Prior Name, if any)			
SOCIAL SECURITY NUMBER □□□-□□-□□□□		TELEPHONE NUMBER Home: Work:	
CURRENT ADDRESS (Street) (City) (State) (Zip)			
PRIOR ADDRESS (Street) (City) (State) (Zip)			
Are you over 16 years of age? <input type="checkbox"/> YES <input type="checkbox"/> NO	AS A COLLECTOR HAVE YOU EVER HAD A COMPLAINT FILED AGAINST YOU WITH A STATE OR FEDERAL REGULATORY AGENCY? (For non-collector position, select NA) <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA	HAVE YOUR EVER BEEN REFUSED A SURETY BOND? (For non-collector position, select NA) <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA	
MILITARY SERVICE BRANCH		Have you ever been convicted of or pled guilty to any type of crime or offense including a deferred adjudication? (Answering "yes" to this question does not constitute an automatic bar to employment. Factors such as date of the offense, seriousness and nature of the violation, rehabilitation and position applied for will be taken into account.) <input type="checkbox"/> YES <input type="checkbox"/> NO	
RANK			
ARE YOU AUTHORIZED TO WORK IN THE UNITED STATES? <input type="checkbox"/> YES <input type="checkbox"/> NO			
		ARE YOU PRESENTLY EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO If "YES", may GC Services contact your present employer? <input type="checkbox"/> YES <input type="checkbox"/> NO	
DO YOU NOW OR HAVE HAD RELATIVES WORKING HERE? <input type="checkbox"/> YES <input type="checkbox"/> NO		NAME	RELATIONSHIP
HAVE YOU EVER WORKED FOR GC SERVICES UNDER YOUR PRESENT NAME OR ANY OTHER NAME? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF UNDER OTHER NAME SPECIFY:	
WHAT PROMPTED (OR CAUSED) YOU TO APPLY? (Check One) <input type="checkbox"/> NEWSPAPER <input type="checkbox"/> PERSONAL INITIATIVE <input type="checkbox"/> OTHER (Walk-In) <input type="checkbox"/> REFERRED BY NON-EMPLOYEE <input type="checkbox"/> AGENCY <input type="checkbox"/> SPECIFY			<input type="checkbox"/> REFERRED BY EMPLOYEE NAME <input type="checkbox"/> CAMPUS INTERVIEW
INDICATE YOUR SPECIFIC JOB SKILLS:			
<input type="checkbox"/> MS Excel	<input type="checkbox"/> MS Word	<input type="checkbox"/> Internet	<input type="checkbox"/> Other PC Skills SPECIFY
<input type="checkbox"/> Adding Machine (Full Key)	<input type="checkbox"/> Electric Type WPM	<input type="checkbox"/> Shorthand WPM	<input type="checkbox"/> Computer Equipment SPECIFY
<input type="checkbox"/> Proof Machine	<input type="checkbox"/> Statistical Typing	<input type="checkbox"/> Data Entry STROKES	<input type="checkbox"/> OTHER SPECIFY
<input type="checkbox"/> Calculator	<input type="checkbox"/> Word Processing TYPE OF MACHINE	<input type="checkbox"/> Keypunch STROKES	

EDUCATION

Name	Address	City	State	Major Course or Subject	Circle last year completed	Degree	GPA
HIGH SCHOOL OR GED					1 2 3 4		
TRADE/BUSINESS SCHOOL					1 2 3 4		
COLLEGE OR UNIVERSITY					1 2 3 4		
GRADUATE WORK					1 2 3 4		

Professional Certifications/Licenses? _____

What languages, other than English, do you speak? _____ Read? _____ Write? _____

Are you planning to pursue further studies? ☐ YES ☐ NO ☐ DAY SCHOOL ☐ NIGHT SCHOOL

EMPLOYMENT HISTORY (List Last Employer First)

Name and Address of Former Employers			Dates Employed		Specific Duties	Reason for Leaving
Company Name	City	State Phone No.	From Mo. & Yr	To Mo. & Yr		
Your Title Your Supervisor			Salary Starting Ending			
Company Name			From Mo. & Yr To Mo. & Yr			
City State Phone No.			Salary Starting Ending			
Your Title Your Supervisor			Starting Ending			
Company Name			From Mo. & Yr To Mo. & Yr			
City State Phone No.			Salary Starting Ending			
Your Title Your Supervisor			Starting Ending			
Company Name			From Mo. & Yr To Mo. & Yr			
City State Phone No.			Salary Starting Ending			
Your Title Your Supervisor			Starting Ending			
Company Name			From Mo. & Yr To Mo. & Yr			
City State Phone No.			Salary Starting Ending			
Your Title Your Supervisor			Starting Ending			

ACKNOWLEDGMENT

I authorize and request any person, company, corporation, school, employer (past or present), governmental agency, court, association, institution or other third party having opinions about me or knowledge or control of any information documents, records (including but not limited to public or private disciplinary records, criminal history record information), or other data pertaining to me, to reveal, furnish and release to GC Services or any of its agents or representatives any such opinions, knowledge, information documents, records, or other data.

I hereby release, discharge and hold harmless GC Services, its agents or representatives and any other person, company, corporation, school, employer (past or present), governmental agency, court, association, institution, or other third party, and their agents, from any and all liability of every nature and kind arising out of the furnishing inspection and use of such opinions, knowledge, documents, records, or other data.

I understand that any false answers, statements or implications by me in this application or other required documents shall be considered sufficient cause for denial of employment or discharge.

I understand that as part of the pre-employment, post-employment offer process of GC Services, it may be required that I take a medical examination. I do hereby voluntarily agree to undergo medical examination, including, but not limited to, blood or urine analysis. I further understand that I may be requested from time to time to submit to similar examination as described above as part of my ongoing employment requirement. It is my understanding that cost of this examination will be covered by GC Services. I consent to the release of information to GC Services from such examinations. I understand that I do not have to undergo the medical examination, including blood or urine analysis, but that my refusal to do so will be grounds for the Company not hiring me or discharging me if I am already an employee.

Additionally, I understand that nothing contained in this employment application or in the granting of an interview is intended to create an employment contract between GC Services and myself for either employment or the providing of any benefit. No promises regarding employment have been made to me and I understand that no such promise or guarantee is binding upon GC Services unless made in writing. If an employment relationship is established, I understand that I have the right to terminate my employment at any time for any reason, and that GC Services retains a similar right. My signature below is an acknowledgment that I have fully read and understand all expressed conditions and terms of this application.

Applicant's Signature: _____ Date: _____

FOR COMPANY USE ONLY

NAME (Last)

(First)

Please check all steps that apply during the interview/hiring process and complete all relevant information:

☐ 1st Interview conducted by _____ Date: ____/____/____

☐ 2nd Interview conducted by _____ Date: ____/____/____

☐ 3rd Interview conducted by _____ Date: ____/____/____

☐ Position offered by _____ Date: ____/____/____ Salary offered: \$ _____ per _____

☐ Offer accepted - code **C**

Documented by _____ Date: ____/____/____ Salary accepted: \$ _____ per _____

☐ Offer rejected - code **D**

Documented by _____ Date: ____/____/____ Salary denied: \$ _____ per _____

☐ Offer withdrawn - code **E**

Documented by _____ Date: ____/____/____ Salary withdrawn: \$ _____ per _____

☐ No offer extended. Documented by _____ Date: ____/____/____

Indicate reason:

☐ Application reviewed / No testing / No interview - code **A**

☐ Applicant tested and/or interviewed / No offer extended - code **B**

☐ Former employee not eligible for rehire - code **H**

☐ Incomplete application (Applicant was not interviewed) - code **J**

☐ No-Call / No-Show for first interview (Applicant was not interviewed) - code **K**

☐ Applicant self-withdrew prior to the job offer. Documented by _____ Date: ____/____/____

Indicate reason:

☐ Schedule conflict - code **M** Explain: _____

☐ Salary issue - code **R** Explain: _____

☐ Other reason - code **I** Explain: _____

☐ Unable to reach applicant to extend offer. Documented by _____ Date: ____/____/____

Indicate details:

☐ Message included specific job offer - code **D** Salary (if offered in message): \$ _____ per _____

☐ No message left / message did not include specific job offer - code **B**

☐ No-Call / No-Show for Training - code **L** Documented by _____ Date: ____/____/____

Comments / Notes – please date and initial all comments and notes:

Action Code Updates – indicate code used (in box) whenever the Applicant Flow Log is updated:

☐ Date: ____/____/____ Updated by: _____ ☐ Date: ____/____/____ Updated by: _____

☐ Date: ____/____/____ Updated by: _____ ☐ Date: ____/____/____ Updated by: _____

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: GC Services Limited Partnership
2. Address of Contractor: 6330 Gulfton
Houston, TX 77081

3. Name of Predecessor Entities (if any): GC Services Corp. (1973)
Gulf Coast Collection Agency (1957)

4. Prior Affidavit submission? x No Yes, on:
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

X Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

 Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Linda M. Spellicy (Printed Name) Sr. Vice President (Title)

Linda M. Spellicy (Signature) May 24, 2013 (Date)

Subscribed and sworn to before me
this 24 day of May, 2013

Kristie Riley
Notary Public, Harris County, Michigan Texas
My Commission expires May 26, 2014



SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

GC SERVICES LIMITED PARTNERSHIP

(REVENUE CONTRACT)

CONTRACT NO.

2885009

CONTRACT PROVISIONS

Article	Definitions	1
Article 2.	Engagement of Contractor	3
Article 3.	Contractor's Representations and Warranties	5
Article 4.	Contract Effective Date and Time of Performance	6
Article 5.	Data to Be Furnished Contractor	7
Article 6	Personnel and Contract Administration	7
Article 7.	Compensation	8
Article 8.	Maintenance and Audit of Records	9
Article 9.	Indemnity	11
Article 10.	Insurance	12
Article 11.	Default and Termination	14
Article 12.	Assignment	18
Article 13.	Subcontracting	18
Article 14.	Conflict of Interest	19
Article 15.	Confidential Information	20
Article 16.	Compliance with Laws	21
Article 17.	Amendments	21
Article 18.	Fair Employment Practices	22
Article 19.	Notices	22
Article 20.	Proprietary Rights and Indemnity	23
Article 21.	Force Majeure	25
Article 22.	Waiver	25
Article 23.	Miscellaneous	26
Signature Page	27

Exhibit A-Scope of Services

Exhibit B - Fee Schedule

CITY OF DETROIT
SERVICES CONTRACT

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Finance Department, Income Tax Division, and GC Services, a Delaware Limited Partnership, with its principal place of business located at 6330 Gulfon, Houston, Texas, 77801.

Recitals:

Whereas, the City desires to engage the Contractor to render certain ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

Article I.
Definitions

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business

organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs, that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.

Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.
- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
 - (b) That the Contractor shall correct all errors in the Technology provided under this

Contract so that such technology will perform according to Contractor's published specifications;

- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (g) That any Technology that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on 2 years after the approval date and may be extended for subsequent renewal periods on terms as mutually agreed between the parties.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.
Data To Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.
Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a resume of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's activities and major undertakings.
- 6.02 To the extent that Contractor personnel perform any Services at City facilities, the City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7.
Compensation

7.01 Compensation for Services is as specified in and set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Tanya Stoudimere
Manager/ Finance/Income Tax Division 2
Woodward Avenue
Detroit, Michigan 48226
Telephone: (313) 224-1701

The City employee from whom payment should be requested is:

Tanya Stoudimere
Manager, Finance/Income Tax Division 2
Woodward Avenue
Detroit, Michigan 48226
Telephone: (313) 224-1701

Article 8.
Maintenance and Audit of Records

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly

remedy and correct any such reported deficiencies within ten (10) days of notification.

- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9. Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and

expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10. Insurance

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage
(e) Umbrella or Excess Liability	\$1,000,000 minimum each occurrence \$5,000,000 aggregate

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide

coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall except with respect to the limits of insurance, shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

10.05 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

10.06 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without written notice to the City as required in the policy. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.07 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

10.08 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11

Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

(a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or
- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
- (3) The Contractor ceases to perform under the Contract; or
- (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
- (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
- (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
- (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
- (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
- (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
- (10) The Contractor fails in any of the agreements set forth in this Contract; or
- (11) The Contractor ceases to conduct business in the normal course; or
- (12) The Contractor admits its inability to pay its debts generally as they become due.

(b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate

on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

(c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.

(d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.

(e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor ten (10) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

(a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on

subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;

(d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

(e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12. Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13. Subcontracting

13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract,

shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14. Conflict of Interest

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15. Confidential Information

15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its

Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16. Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17. Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.
- 17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18. Fair Employment Practices

- 18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all

federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 19. Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Finance Department on behalf of the City:

City of Detroit
Department of Income Tax Collections
Detroit, MI 48226
Attention:./Ms. Tanya Stoudemire

If to the Contractor:

GC Services
6330 Guidon
Houston, Texas 77081
Attn: Mr. Scott Cole

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20. Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its

data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

- 20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 20.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 20.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of

the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.
Force Majeure

- 21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.
Waiver

- 22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.
Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and

construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

Contractor: GC Services Limited Partnership
By GC Financial Corp., Managing General
Partner

1. Elizabeth Pagani By: [Signature]
Name Elizabeth Pagani Name MICHAEL JONES

2. [Signature] Its: Executive Vice President & CFO
Name Donald Saxman Title

Witnesses:

City of Detroit

Finance Department:

Tylene Hadley By: [Signature]
Name Tylene Hadley Name John Foglick, Jr.

2. [Signature] Its: Finance Director
Name Title

THIS CONTRACT WAS APPROVED
DEPARTMENT

BY THE ~~CITY COUNCIL~~ ON:

EM

SEP 18 2014

APPROVED BY LAW

PURSUANT TO § 6-406 OF THE
CHARTER OF THE CITY OF
DETROIT

Date

Bryant Jackson *9/24/14*
Purchasing Director Date

[Signature] *9/5/14*
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**

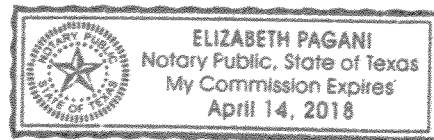
**PARTNERSHIP
ACKNOWLEDGMENT**

STATE OF Texas)
)SS.
COUNTY OF Harris)

The foregoing contract was acknowledged before me the 8th day of August,
2014, by Michael D Jones,
(name of person who signed the contract)
the Executive Vice President & CFO,
(title of person who signed the contract as it appears on the contract)
of GC Services Limited Parntership,
(complete name of the partnership)
on behalf of the partnership.

Elizabeth Pagani
Notary Public, County of Harris
State of Texas

My commission expires: April 14, 2018



**PARTNERSHIP
CERTIFICATE OF AUTHORITY**

I, GC Financial Corp., a General Partner in GC Services Limited Partnership,
(name of general partner) (complete name of partnership)

a New Castle County, Delaware Partnership (the "Partnership")
(county of registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to
a Partnership Agreement dated March 29, 1988, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on August 4, 2014
and that the same is now in full force and effect:

"RESOLVED, that each General Partner is authorized to execute and deliver, in the
name and on behalf of the Partnership, any agreement or other instrument or document
(Contract) in connection with any matter or transaction that shall have been duly
approved; and the execution and delivery of any Contract by a general partner shall be
conclusive evidence of such approval."


FURTHER, I CERTIFY that the following persons are General Partners:

GC Financial Corp., Inc, MGP
DLS Enterprises, Inc GP
Authorized Officers on behalf
of G.P.

Frank A Taylor, Director & President
Michael D Jones, Ex VP
Linda M Spellicy, Sr VP
Mark A Schordock, Ex VP

FURTHER, I CERTIFY that any of the aforementioned General Partners of the
Partnership are authorized to execute and commit the Partnership to the conditions, obligations,
stipulations and undertakings contained in the foregoing Contract between the City and the
above-referenced partnership and that all necessary approvals have been obtained in relationship
thereto.

IN WITNESS THEREOF, I have set my hand this 4th day of August, 20 14.
CORPORATE SEAL
(if any)


General Partner By GC Financial Corp.,
Managing General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF
YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A
PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON
BEHALF OF THE PARTNERSHIP.**

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on the date of the City's approving body, and shall terminate on 2 years after the approval date and may be extended for subsequent renewal periods on terms as mutually agreed between the parties. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

The Contractor agrees to provide collection assistance and supplemental non-filer discovery services to the City's Income Tax Division pursuant to the terms of this Contract. Through the use of professional collection techniques the Contractor shall assist in the collection of accounts placed with the Contractor by the City.

Accounts to be Referred. The Contractor shall accept accounts placed by the City under terms of this Contract and will use its best efforts to collect said accounts using means legal, necessary and proper. The placement of accounts by the City to the Contractor shall be at the sole discretion of the City. The City, in its sole discretion, may request Contractor to halt collection efforts on certain accounts at any time.

Compliance for Athletes, Entertainers and Other Professionals. The Contractor, in partnership with the City, shall develop an all encompassing program to discover, estimate and collect taxes from professional athletes, entertainers and other professionals.

Collection Procedures. The Contractor will implement collection procedures to achieve maximum recovery from debtors. The Contractor will use the standard methods of collection, including but not limited to letters, telephone calls, follow-up requests, skip tracing efforts, other reasonable attempts to locate the debtor. The Contractor shall promptly attempt to collect through proper and lawful means all accounts referred by the City without regard to volume or number of accounts. The Contractor shall provide collection services in accordance with the most recent City, State and Federal laws and regulations. The Contractor's personnel shall be

knowledgeable of and comply with the most recent City, State and Federal laws, regulations and guidelines and provide courteous customer service. The Contractor will not be permitted under any circumstances to use threats, intimidation, or harassment in the collection process or to violate any guidelines established by the Federal Trade Commission.

Negotiations with Debtors (Payment Plans and Payments Discounts). The Contractor shall follow the same criteria as the City for Payment Plans and Payment Discounts, as may be communicated by the City from time to time. Best efforts should be used by the Contractor to collect entire outstanding balance before accepting discounted payments or payment plans.

Credit Bureau Reporting. The Contractor shall provide reporting to Credit Bureau's if an account is not collected with 45 days of initial contact with debtor. The Contractor's personnel shall comply with all applicable laws and regulations, including the Fair Credit Reporting Act.

Garnishment Services. If the Contractor identifies taxpayers with the ability to pay delinquent income taxes, but refuses, garnishments are authorized to be utilized.

Information Security. Where possible, accounts will be furnished in electronic form, however, some accounts may be referred via paper. Contractor shall develop a secure data transfer plan with City. Additional approvals may be required from the IRS.

Work Plan Development. It is the responsibility of the Contractor to work with the City to develop a work plan and advise on the best method for obtaining the best results. The Contractor shall assist the City in identifying techniques that can be deployed to maximize the net return on receivables for the City in the shortest time frame. The work plan must include the detailed activities, frequency and schedule for the collections life-cycle.

Statement of Work ("SOW"). The Contractor must work with the City to develop an approved SOW prior to any work being performed. The Statement of Work shall be produced by the Contractor and contain appropriate project documents including but not limited to:

- Detailed Work Plan or Work Breakdown Structure
- Project Timeline
- Communication Plan

A copy of the SOW shall be filed with the City. Any substantive changes to the SOW shall be agreed upon in writing and filed with the original Statement of Work. Changes in the proposed project that have a quality or financial impact require approval from all parties.

Licensure. The Contractor shall maintain such licenses, certificates, approvals or other registrations or authorizations as may be required by the City, State of Michigan or any other State wherein collection activity is being conducted on behalf of the City. The Contractor shall obtain the necessary approvals to transact business within the City of Detroit and the State of Michigan or other applicable Municipalities and the Contractor must provide the City with a copy of such approvals prior to its commencement of services hereunder.

Account Manager. The Contractor shall designate one individual who will be responsible for the City account pursuant to this Contract. It is expected that although many company branches may process accounts for the City, one person shall be available for contact in the event of any problems with the operation of the Contract. This Account Manager will communicate by telephone and e-mail as necessary with the City for services related to this Contract.

Contract Administrator. The Income Tax Manager or Designee of the City will serve as the Administrator of this Contract.

Reporting Requirements. The Contractor shall provide to the Contract Administrator a report acknowledging the receipt of accounts and indicating the total number and the aggregate value of the accounts referred. This report shall be provided each time the City refers accounts to the Contractor. This report shall clearly identify each account referred including the debtor's name, the account number, the date the account was referred and the account balance assigned.

The Contractor shall provide to the Contract Administrator an inventory report on a monthly basis or when requested listing accounts currently assigned to Contractor. This report shall clearly identify the debtor's name, the account number, the date the account was referred, the status of the account (for example active, un-collectable, bankruptcy filed), the balance assigned, accrued interest, balance owed, total amount paid and type of debt.

When an account is returned for any reason, the Contractor shall provide to the Contract Administrator a monthly report listing all accounts canceled or returned to the City agency or department during the preceding month. This report shall clearly identify the debtor's name, the account number, the reason canceled or returned and the balance owed.

The City shall report to Contractor any payments received by the City on accounts placed with Contractor for collections on a weekly basis.

The Contractor shall provide to the Contract Administrator a remittance report each time the Contractor remits funds to the City. This report shall clearly identify the debtor's name, the account number; show the total amount collected for each

account, date collected and applicable Contractor's Charges.

The report shall identify the amounts collected by principal, interest, City Collection Fee, type of debt, etc.

The report shall identify whether the account is Paid-in-Full.

The report shall identify the total remitted subtotaled by the type of debt and;

it shall identify if any collections were received by the City instead of the Contractor.

Upon request by the City agency or department, the Contractor shall provide a collection history/summary which shall include a record of contacts made with the debtor, including the current mailing address and telephone number(s), the dates and amounts of all payments and charges and any other information necessary for the City to comply with federal due diligence requirements and the future collection of the account.

All reports supplied by Contractor shall be written, timely, clearly readable, accurate, complete and in an acceptable format for the City. The City reserves the right to request new reports as well as modifications to existing reports as needed during the term of this Contract.

Bankruptcy Notice. In the event that the Contractor receives notice that a debtor has filed a bankruptcy petition, the Contractor shall immediately cease all collection activities. The Contractor shall immediately send such bankruptcy notice, and return all relevant account documentation, to the City. Under no circumstances shall the Contractor file a proof of claim with the bankruptcy court, either in its own name or on behalf of the City. It shall be the responsibility of the City agency or department to prepare and file any proof of claim required and to forward to the Law Department any account which requires further legal action.

Deceased Debtor. Should Contractor become aware that a debtor is deceased, Contractor shall immediately stop collection activity. Contractor shall immediately notify the City of any details available regarding the account. The City will either request the return of the account if appropriate or request Contractor to attempt collection.

Privacy Rights. The Contractor acknowledges the privacy rights of debtors and shall not release information concerning debtor to any credit bureau or other third parties without full compliance with all City, State and Federal privacy laws and prior written approval from the City.

Interest Accrual. The Contractor shall update interest accruing accounts for accrued interest prior to accepting a payment as final. At the City agency's or department's request, the Contractor will verify an interest accruing account balance with the appropriate City agency or department prior to accepting a payment as final.

Suspension of Collection Effort. The City shall retain the right to modify the length of time that the vendor will be allowed to manage the inventory for a period not less than 12 months. The City may recall an account without a charge or penalty imposed, providing that no payments have been received, no new payment has been agreed to by the taxpayer and no adjustments have been made. Recall of other accounts will be on the terms and conditions agreed to in the scope of work and specific to the account type and age.

The Contractor agrees to provide any information obtained about a debtor whose account is returned to the City. Such information shall include but is not limited to the individual or firm's current address, phone number, employer, income or assets.

Termination of Contract. Upon termination or expiration of this Contract, the Contractor shall discontinue collection action as of the Contract termination date.

All uncollected accounts and all monies due but not yet paid over at such time shall be remitted to the City within five (5) business days after Contract termination date. The Contractor shall provide an electronic report in a format acceptable to the City regarding the current status of each uncollected account being returned. Any monies received by the Contractor on behalf of the City after the Contract termination date shall be remitted immediately to the City and any payments received after fifteen (15) days from the Contract termination date shall not be subject to Collection Agency Charge.

Within thirty (30) days of the termination or expiration of this Contract, the Contractor shall, at the election of the City, either: (1) return to the City or (2) destroy (and shall cause each of its agents to destroy) all records, electronic or otherwise, in its or its agent's possession and shall deliver to the City a written certification of the destruction.

Referral Volume. The City makes no guarantees as to volume of collections or volume of referrals under this Contract. The number and type of accounts being placed with the Contractor shall be at the sole discretion of the City, and the City reserves the right to perform all or part of the work contemplated by the Contract itself.

EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract as set forth in Exhibit A, Scope of Services, a percentage, as follows:

II. Schedule of Commission

Commissions due to Contractor are as follows:

2. Contingency rate of 19.9% for collections from City's backlog related to delinquent accounts aged greater than 24 months.
1. Contingency rate of 17.3% for collections from City's backlog related to delinquent accounts aged less than 24 months and compliance work for athletes, entertainers and other professionals.
2. In the course of providing supplemental non-filer discovery services to the City's Income Tax Division pursuant to the terms of this contract, Contractor will receive the standard contingency rate according to the schedule of commissions for the periods discovered and collected. In addition, Contractor will receive the standard contingency rate according to the schedule of commissions discounted by 25% for the next subsequent filing and payment by the same taxpayer. Payments thereafter will not be subject to any fees.

III. Payment Processing

All payments are processed and received as directed by the City. The Contractor shall use a lock-box account(s) controlled by the City and all funds collected by Contractor must be deposited into the appropriate lock-box account within 24 hours of receipts with no costs, expenses, commissions or funds of any kind deducted.

All remittances to the City must be accompanied by detailed supporting data which shall include all pertinent information necessary to identify the account, date of payment, amount of payment, balance due and Contractor collection fees owed by City.

The City will not pay contractor a fee on payments received in the lock-box account(s) that are returned for any reason including non-sufficient funds.

IV. Invoicing

Contractor shall submit monthly invoices to the City for commissions earned. Each invoice must be certified as to:

Individual amount collected during the previous month based on the commission categories in Schedule of Commissions above.

Total amount collected for each category from Schedule of Commissions above during the previous month

The type of commission due for each category from Schedule of Commissions above during the previous month, and

The amount of commission owed for each such collection.

Each invoice will also certify the total amounts collected to date and the total amounts paid to date for each type of commissions from the schedule of commissions above. Once invoiced collection activity is verified, the City will authorize payment of commissions to Contractor.

V. Costs, Fees and Expenses

All fees, costs and expenses associated with the legal enforcement of delinquent and/or unpaid receivables, which include, but are limited to, court filing fees, service of process fees, attorney fees, deposition and motion fees, reproduction fees, court costs, miscellaneous fees, publication fees, seizure expenses, ad litem fees and foreclosure costs are the responsibility of the delinquent debtor to the extent permitted by law. All such fees, costs and expenses which are not the responsibility of the debtor, including but not limited to, filing fees, and other court costs and expenses of any kind, shall be the responsibility of the Contractor and are included in Contractor's commissions. Contractor shall not charge the City, nor shall the City be responsible for, any costs, fees or expenses not otherwise collected other than the commissions identified in Schedule of Commissions above.